



## ADDENDUM

This Addendum is entered into by and between the Office of the Indiana Attorney General ("the State") and the entity designated as "Contractor", below.

The purpose of this Addendum is to modify, delete, or amend certain terms and conditions set forth in the attached Form Contracts prepared by Contractor (the "Form Contract"). This Addendum and the Form Contracts are incorporated into each other and, when read together, shall constitute one integrated document. Any inconsistency, conflict, or ambiguity between this Addendum and the Form Contracts shall be resolved by giving precedence and effect to this Addendum.

Contractor Name: Lexis Nexis, a division of Reed Elsevier, Inc.

Title of Form Contracts: Subscription Agreement and Order Form State/Local Government Per Search Pricing Effective May 1, 2006 and Subscription Plan Amendment for State/Local Government

Attached Form Contracts consists of <sup>8 m A</sup> 8 pages without terms on both sides (Subscription Agreement) and 3 pages without terms on both sides (Subscription Plan Amendment).

By mutual agreement of the parties, the following terms and conditions are deleted from the Form Contracts:

- A. Any provision requiring the State of Indiana to provide insurance
- B. Any provision requiring the State of Indiana to provide indemnity
- C. Any provision providing that the Contract be construed in accordance with laws other than those of the State of Indiana
- D. Any provision providing that suit be brought in any state other than Indiana
- E. Any provision providing for resolution of contract disputes
- F. Any provision requiring the State of Indiana to pay any taxes
- G. Any provision requiring the State of Indiana to pay penalties, liquidated damages, interest or attorney's fees
- H. Any provision modifying the statute of limitations provided by Indiana statute.
- I. Any provision relating to the time within which a claim must be made or suit brought.
- J. Any provision requiring payment of consideration in advance unless authorized by an exception listed in IC 4-13-2-20
- K. Any provision limiting disclosure of the contract in violation of the Access to Public Records Act, IC 5-14-3-3.5
- L. Any provision giving the Form Contracts precedence over this Addendum
- M. Any provision permitting contract modification without formal amendment, excluding the General Terms and conditions for use of the LexisNexis Online Services which may be revised in accordance with Section 5.1 of such terms.

The following terms and conditions are incorporated into and made a part of the Form Contracts:

1. **Term.** This Contract will begin September 15, 2006 and end November 14, 2006.

## **2. Compliance with Laws.**

A. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the contractor is not familiar with these ethical requirements, the contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ethics/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6-12.

C. The Contractor certifies by entering into this Contract, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, the Contractor agrees that any payments in arrears and currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current or pending or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the State of any such actions. During the term of such actions, Contractor agrees that the State may delay, withhold, or deny work under any Supplement or contractual device issued pursuant to this Contract and any supplements or amendments.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.

F. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

G. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination of the Agreement and denial of further work with the State.

H. The Contractor hereby affirms that it is properly registered and owes no outstanding reports with the Indiana Secretary of State.

I. Contractor agrees that the State may confirm, at any time, that no liabilities exist to the State of Indiana, and, if such liabilities are discovered, that State may bar Contractor from contracting with the State in the future, cancel existing Contracts, withhold payments to setoff such obligations, and

withhold further payments or purchases until the Contractor is current in its payments on its liability to the State and has submitted proof of such payment to the State.

J. As required by IC 5-22-3-7:

(1) the Contractor and any principals of the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

**3. Drug-Free Workplace Certification.** The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in the State of Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of \$25,000.00, the Contractor hereby further agrees that this Contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the

Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**4. Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

**5. Nondiscrimination.** Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this Contract. The Contractor shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Contract. The Contractor's execution of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

**6. Payments.** All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by Landlord in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Agreement except as permitted by IC 4-13-2-20.

#### **NON-COLLUSION AND ACCEPTANCE**

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

**The rest of this page is left blank intentionally.**

In Witness Whereof, Contractor and the State of Indiana have, through their duly authorized representatives, entered into this Contract and Addendum. The parties, having read and understand the foregoing terms, do by their respective signatures dated below hereby agree to the terms thereof.

**Lexis Nexis, a division of Reed Elsevier, Inc.:**

By: [Signature]  
Printed Name: BRYAN BARTNER  
Title: PRICING ANALYST  
Date: 9-19-06

**Office of the Indiana Attorney General:**

By: [Signature]  
Printed Name: Gregory F. Walker  
Title: Chief Deputy  
Date: 9/22/06

**Indiana Department of Administration:**

[Signature] (for)  
Carrie Henderson, Commissioner  
Date: 10-3-06

**Budget Agency:**

[Signature] (for)  
Charles Schalliol, Director  
Date: 10/10/06

**For form and legality:**

**Indiana Office of the Attorney General**

[Signature] (for)  
Stephen Carter, Attorney General  
Date: 10/11/06

LEXISNEXIS LEGAL DEPT.  
REVIEWED BY: SAH  
DATE: 9-19-06

**LexisNexis® SUBSCRIPTION AGREEMENT AND ORDER FORM**  
**STATE/LOCAL GOVERNMENT PER SEARCH PRICING**  
**EFFECTIVE MAY 1, 2006**

☐ SLG

You may subscribe to the Online Services by agreeing to abide by the General Terms and Conditions and the Price Schedule attached hereto and incorporated herein, as Exhibits A and B, respectively. The General Terms and Conditions and the Additional Terms represent the entire agreement for access to and use of the Online Services. The General Terms and Conditions are also set forth in the online TERMS library. In the event of a conflict or variation between the General Terms and Conditions attached hereto and those appearing in the TERMS library, the latter shall control. Your subscription is subject to acceptance by LexisNexis, which acceptance shall be evidenced by issuing one or more identification numbers to access the Online Services.

**INDIANA ATTORNEY GENERAL'S OFFICE**

SUBSCRIBER

BY: \_\_\_\_\_

(AUTHORIZED SUBSCRIBER SIGNATURE)

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**CUSTOMER INFORMATION (Please type or print):**

1. Organization Name: on file w/LN 9/14
2. Address: \_\_\_\_\_
3. County: \_\_\_\_\_
4. Country: \_\_\_\_\_
5. Telephone Number: \_\_\_\_\_
6. Telecopier Number: \_\_\_\_\_
7. Email Address: \_\_\_\_\_
8. Invoice Address (if different than 2) \_\_\_\_\_
9. Name of Contact, Telephone Number and E-mail Address for the following:  
 Installation: \_\_\_\_\_  
 Billing: \_\_\_\_\_  
 Policy/Legal Notification: \_\_\_\_\_  
 Scheduling/Training: \_\_\_\_\_

**Customer I.D. Information (Please type or print)**

ID Holders' Names (additional sheet attached <input type="checkbox"/> )	ID Holders' Titles/Positions	ID No. (LN to fill in)

**EXHIBIT A TO LexisNexis® SUBSCRIPTION AGREEMENT**  
**General Terms and Conditions**  
**State/Local Government Per Search Pricing**  
**May 1, 2006**

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The following terms and conditions govern your use of the LexisNexis® services (the "Online Services") and the materials available therein ("Materials"):

**1. LICENSE; RESTRICTIONS ON USE**

1.1 You are granted a nonexclusive, nontransferable, limited license to access and use for research purposes the Online Services and Materials from time to time made available to you. This license includes:

(a) The right to electronically display Materials retrieved from the Online Services to no more than one person at a time, subject to the Supplemental Terms for Specific Materials;

(b) The right to obtain a printout of Materials via printing commands of the Online Services and to create a single printout of Materials downloaded via downloading commands of the Online Services (collectively, "Authorized Printouts");

(c) With respect to Materials that are court cases, court rules, court briefs, agency-issued documents, agency regulations or executive branch materials from the United States, its states or territories (collectively, "Authorized Legal Materials"), the right to retrieve via downloading commands of the Online Services and store in machine-readable form, primarily for one person's exclusive use, a single copy of insubstantial portions of those Materials included in any individual file to the extent the storage of those Materials is not further limited or prohibited by the Supplemental Terms for Specific Materials;

(d) With respect to Materials that are United States patents ("Authorized Patent Materials"), the right to retrieve via downloading commands of the Online Services and store in machine-readable form, primarily for one person's exclusive use, a single copy of not more than 200 patents at any one time; and

(e) With respect to all Materials other than Authorized Legal Materials and Authorized Patent Materials, the right to retrieve via downloading commands of the Online Services and store in machine-readable form for no more than 90 days, primarily for one person's exclusive use, a single copy of insubstantial portions of those Materials included in any individual file to the extent the storage of those Materials is not further limited or prohibited by the Supplemental Terms for Specific Materials.

1.2 To the extent permitted by applicable copyright law and not further limited or prohibited by the Supplemental Terms for Specific Materials, you may make copies of Authorized Printouts and distribute Authorized Printouts and copies.

1.3 Except as specifically provided in Sections 1.1 and 1.2, you are prohibited from downloading, storing, reproducing, transmitting, displaying, copying, distributing, or using Materials retrieved from the Online Services. You may not print or download Materials without using the printing or downloading commands of the Online Services.

1.4 All right, title, and interest (including all copyrights and other intellectual property rights) in the Online Services and Materials (in both print and machine-readable forms) belong to the provider of the Online Services or its third party suppliers of materials. You acquire no proprietary interest in the Online Services, Materials, or copies thereof.

1.5 Except as specifically provided herein, you may not use the Online Services or Materials retrieved from the Online Services in any fashion that infringes the copyrights or proprietary interests therein.

1.6 You may not remove or obscure the copyright notice or other notices contained in Materials retrieved from the Online Services.

1.7 You may not use information included in the Online Services or Materials retrieved from the Online Services to determine a consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit.

1.8 Other provisions that govern your use of Materials are set forth in your applicable price schedule, the Supplemental Terms for Specific Materials, online descriptions of files, online notices following file selection, and individual documents retrieved from the Online Services (collectively, the "Additional Terms"), all of which are incorporated by reference into these General Terms and Conditions.

**2. ACCESS TO SERVICES**

2.1 Only individuals authorized by the subscribing organization may access and use the Online Services.

2.2 You may not use an identification number to access the Online Services from outside the country for which it was issued.

2.3 Your identification number(s) may be restricted from accessing certain Materials otherwise available in the Online Services.

2.4 Materials and features may be added to or withdrawn from the Online Services and the Online Services otherwise changed without notice.

### 3. LIMITED WARRANTY

3.1 The provider of the Online Services represents and warrants that it has the right and authority to make the Online Services and Materials available pursuant to these General Terms and Conditions.

3.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 3.1, THE ONLINE SERVICES AND MATERIALS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND THE PROVIDER OF THE ONLINE SERVICES AND EACH THIRD PARTY SUPPLIER OF MATERIALS EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### 4. LIMITATION OF LIABILITY

4.1 A Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or any Materials available or not included therein, (b) the unavailability or interruption of the Online Services or any features thereof or any Materials, (c) your use of the Online Services or Materials (regardless of whether you received any assistance from a Covered Party in using the Online Services), (d) your use of any equipment in connection with the Online Services, (e) the content of Materials, or (f) any delay or failure in performance beyond the reasonable control of a Covered Party.

4.2 "Covered Party" means (a) the provider of the Online Services, its affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of the provider of the Online Services or its affiliates; and (b) each third party supplier of Materials, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of Materials or any of their affiliates.

4.3 THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY OTHER CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR MATERIALS SHALL NOT EXCEED THE AMOUNT OF YOUR ACTUAL DIRECT DAMAGES. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.

4.4 THE COVERED PARTIES SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, MATERIALS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS, REGARDLESS OF ANY NEGLIGENCE OF ANY COVERED PARTY.

### 5. MISCELLANEOUS

5.1 These General Terms and Conditions, including the Additional Terms, may be changed from time to time as described below or by written agreement. Charges and payment terms may be changed in accordance with your applicable price schedule; all other provisions may be changed by the provider of the Online Services immediately upon written notice. LN shall not make arbitrary or capricious changes, and any such change shall apply to all LN Online Services subscribers. Your subscription for access to the Online Services may be terminated immediately upon notice to the provider of the Online Services if any change is unacceptable. Continued use of the Online Services following any change constitutes acceptance of the change.

5.2 The provider of the Online Services or the subscribing organization may terminate the subscription for access to the Online Services. The effective date of termination shall be ten days after the receipt of an appropriate notice of termination, unless a later date is specified in the notice. The provider of the Online Services may suspend or discontinue providing the Online Services to you without notice and pursue any other remedy legally available to it if you fail to comply with any of your obligations hereunder.

5.3 Except as otherwise provided herein, all notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by the provider thereof. Notices shall be deemed to have been properly given on the date deposited in the U.S. mails, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Notices to the provider of the Online Services should be sent to your account representative.

5.4 The failure of the provider of the Online Services or any third party supplier of Materials to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

5.5 The subscribing organization or individual may not assign its rights or delegate its duties under the subscription to access the Online Services without the prior written consent of the provider of the Online Services.

5.6 These General Terms and Conditions and the Additional Terms shall be governed by and construed in accordance with the laws of the State of Ohio.

5.7 Each third party supplier of Materials has the right to assert and enforce these provisions directly on its own behalf as a third party beneficiary.

-----END OF EXHIBIT A-----



**EXHIBIT B TO LexisNexis® SUBSCRIPTION AGREEMENT**  
**Price Schedule**  
**State/Local Government Per Search Pricing**  
**May 1, 2006**

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These charges are effective as of May 1, 2006, and shall continue thereafter until the subscribing organization or individual ("Subscriber") is notified otherwise. For more information about the pricing components, consult the Price Definitions and Price List available via the Classic Online Services using LexisNexis communications software under the administrative identification number **20B9ZWS**, at no cost to Subscriber for accessing or printing.

**1. INFORMATION CHARGES**

**1.1 SEARCHES.** Charges currently range from \$0 to \$35.00 per search. Consult the Price List available in the Online Services for detailed search charges.

**1.2 DISCOUNTS.** The discounts set forth below shall be applied to Subscriber's Information Charges for each monthly invoice period. The discount shall be computed monthly and shall be based on the average amount of Information Charges incurred by Subscriber in the three month period beginning four months before the month Subscriber receives the discount. Discounts shall not apply to: (i) Historical Stock Quotes, (ii) Investext, (iii) MarkMonitor, (iv) MarkIntel, and (v) Multex.

Monthly Average Information Charges	Flat Discount
From \$0 up to \$15,000	0%
Over \$15,000 up to \$30,000	2%
Over \$30,000 up to \$60,000	4%
Over \$60,000 up to \$90,000	8%
Over \$90,000	12%

**1.3 ACCESS.** Charges currently range from \$0 to \$50. Consult the Price List available in the Online Services for detailed access charges.

**1.4 LEXISNEXIS® ALERT.** Charges for LexisNexis Alert searches are based on the frequency in which they are executed. Reports are printed at applicable print rates.

Frequency	Each Report
Intra-Day	\$8
Intra-Day 2x	\$16
Intra-Day 3x	\$24
Daily	\$14
Business Day (M-F)	\$18
Weekly	\$21
Monthly	\$27

**1.5 RESEARCH TOOLS.**

	EACH CASE/CITATION/REPORT
Shepard's® Table of Authorities Report	\$1.00/report*
Auto-Cite® service	\$6.00/cite*
Shepard's® Citation Service	\$6.00/cite/SHEPARD'S*

\*Includes printing and downloading charges.

Shepard's® Alert	Setup	Updates
Demand UPD	\$0.00	\$0.00
Business Day	\$0.00	\$0.00
Weekly	\$0.00	\$0.00
Bi-Weekly	\$0.00	\$0.00
Monthly	\$0.00	\$0.00

SHEPARD'S® BRIEF SUITE™ DESKTOP & BRIEF CHECK.COM	EACH LINK/RETRIEVAL/REPORT
Shepard's® BriefCheck™ Convenience	\$2.00/link*
Shepard's® BriefCheck™ Unique Document Retrieval	\$2.00/retrieval*
Shepard's® Link™ Convenience	\$2.00/link*
Shepard's® FullAuthority® Report	\$20.00/report*
Shepard's® StyleCheck™ Report	\$20.00/report*

\*Includes printing and downloading charges.

SINGLE DOCUMENT RETRIEVAL	
through LexisNexis™ at <a href="http://www.lexis.com">www.lexis.com</a>	
via embedded link (excluding Document Links)	\$6.00/link
via Get a Document by citation	\$6.00/link
through LexisNexis Research Software	
via LEXSEE® service	\$6.00/link
via LEXSTAT® service	\$6.00/link

TOC Document Linking	\$4.00/link
Enhanced Table of Content (TOC)	\$4.00/per search
Briefs, Pleadings and Motions	\$35.00/link

**1.6 HISTORIC STOCK QUOTES.**

	EACH QUOTE
through LexisNexis Research Software	
Historic Price Quotes	\$0.15*
Historic Dividend Quotes	\$0.25*

\*Includes printing and downloading charges.

through LexisNexis at <a href="http://www.lexis.com">www.lexis.com</a>	
Historical Quotes	\$0.30 per day per quote
Results will be formatted for viewing in a tabular format and can be formatted for printing and printed to the user's local printer at no additional charge. To download the results to CSV (spreadsheet/Excel format) the charge will be \$2.00. To receive a chart, the charge will be an additional \$1.00. For each additional company that is added to the chart for comparison the cost will be \$1.00.	

**1.7 PRINTING AND SAVING TO DISK.**

Charges for printing and saving to disk are included in the Per-Search rate.

## 1.8 IMAGES.

Charges for images will be as follows per image retrieved, including print:

	EACH IMAGE
Anatomical Transparencies	\$0.00
Trademark design images	\$0.00
Patent exemplary drawing images	\$0.00
Mealey	\$0.00
Elsevier Environmental	\$3.00
IHI patent images - US domestic	\$5.00
IHI patent images - International	\$6.00
Elsevier Business	\$6.00
Forms	\$7.50
Investext	\$10.00
ISO Policy Forms	\$25.00
Miller's	\$25.00

## 1.9 DUN & BRADSTREET REPORTS.

Charges for Business Information Reports will range from \$84.00 to \$599.00 depending on the user's location (e.g. USA, Canada, etc.). Charges for other Dun & Bradstreet Reports will range from \$72.00 to \$130.00 depending on the specific report requested. Consult the Price List available in the Online Services for detailed report charges.

**1.10 ANALYZER.** \$0 per search and \$200 per report.

## 1.11 SMARTLINX.

\$99 per search

\$0 for a Public Record (PUBREC) report

\$0 for a Click Search

**1.12 DELAWARE SECRETARY OF STATE.** \$35 per report.

**1.13 COMPANY DOSSIER.** Charges range from \$5 up to \$50 per report and from \$0 up to \$50 per document link.

**1.14 RISK SOLUTIONS.** Charges for Telephone Look-Up will be \$0.75 per search, Reverse Telephone Look-Up will be \$0.75 per search, Name and Address Verification will be \$3.00 per search, and InstantID® will be \$3.00 per search. Get A Report charge will be \$99.00 per search. Charges for Report Component will range from \$0 to \$6.00 per report. Charges for Web Documents will range from \$10.00 to \$20.00 per document. Consult the Price List available in the Online Services for detailed report charges.

Offline Civil and Criminal Court Records ("OCCCR") fees depend on the jurisdiction. OCCCR fees may consist of some or all of the following charges:

	OCCCR FEES
Search Type fee	\$16.00 – 175.00 per search
Court Access fee	\$1.00 to \$40.00 per search
Excess Case fee (1 to 5 cases)	\$0.00
Excess Case fee (6 or more cases)	\$1.00 per case
Previous 10-Year Date Range fee	\$6.00 per search

**1.15 EDGAR ONLINE.** \$15 for Excel Reports and \$22 for Non-Excel Reports.

**1.16 INVESTEXT DOCUMENTS.** Two Most Recent Reports will be \$9.00 per page, and Archive Reports will be \$45.00 per report.

**1.17 MARKMONITOR®.** The following sources from the gateway searches will be \$35.00 per search: DomainSmart, eBannermonitor, eBoardmonitor, eDomainmonitor, eLinkmonitor, eNetmonitor, eSitemonitor, TMIQ, Inbox and ReverseWhois.

**2. HANDLING CHARGE.** \$15 for documents printed at the LexisNexis computer center.

**3. MONTHLY SUBSCRIPTION CHARGE.** \$75 per building with equipment used to access the Online Services (up to a maximum of \$150 per Agency).

**4. INSTRUCTION.** Training is provided at no charge and covers (a) the basic instruction of all individuals selected by Subscriber to receive instruction in the use of the Online Services and (b) standard instructional and reference materials on the use of the Online Services. Everyone who completes training shall receive one hour of free use to perfect their skills. This free hour is non-transferable and must be used within 14 calendar days of the date on which basic instruction is completed, at a single session or on an aggregated basis. Credit for free use shall automatically be reflected on Subscriber's monthly invoice and shall be applied against Subscriber's total charges in a given month.

## 5. EQUIPMENT AND SOFTWARE CHARGES.

**5.1** Subscriber may use its own equipment, or equipment may be available from the provider of the Online Services ("Access Equipment").

**5.2** The Access Equipment shall be maintained by the provider of the Online Services at its then current standard charges. Contact your account representative for current charges. Subscriber may terminate rental of any Access Equipment upon 10 days written notice. Access Equipment must be returned to the provider of the Online Services in the same condition in which it was received, reasonable wear and tear excepted.

**5.3** Subscriber shall not permit any of its agents or employees to attempt to move, modify, repair, or tamper with any Access Equipment in any way, except that Subscriber may install Access Equipment designated by the provider of the Online Services as installable by Subscriber. If Subscriber installs Access Equipment, Subscriber shall do so in accordance with the applicable instructions. Subscriber assumes all responsibility for any personal injury or property damage, including damage to Access Equipment, that occurs as a result of Subscriber's installation of the Access Equipment.

**5.4** Subscriber shall pay then current standard charges for any software licensed by the provider of the Online Services. Additional terms and conditions applicable to

the software are packaged with the software and Subscriber agrees to promptly return the software if Subscriber is not in agreement with these terms and conditions. By using the software, Subscriber agrees to be bound by the terms and conditions packaged with that software.

**6. TAXES.** The charges detailed in this Price Schedule are exclusive of any state or local sales, use, or similar taxes. If any such taxes are applicable, they shall be charged to Subscriber's account. If Subscriber is exempt from any such taxes, the tax will not be charged to Subscriber upon receipt of a certificate of exemption.

**7. PAYMENT TERMS.** All charges incurred by Subscriber are payable within 30 days after receipt of an invoice. Subscriber shall pay all charges in accordance with any applicable "Prompt Payment Act" or similar legislation.

**8. CHANGES TO CHARGES AND DISCOUNTS.** Charges and discounts may be changed only upon 30 days prior notice, which notice shall be with your invoice or otherwise provided in writing.

**9. COLLECTION COST.** Subscriber shall be liable for all costs of collection incurred by the provider of the Online Services, including without limitations, collection agency fees, reasonable attorney's fees, and court costs, if Subscriber fails to comply with the payment obligations set forth herein.

**10. MISCELLANEOUS.**

10.1 In the event Subscriber issues a purchase order or other document relating to the Online Services, Subscriber agrees that the document shall be for Subscriber's internal purposes only and shall in no way modify or affect any of the terms or conditions for access to the Online Services.

10.2 All access to and use of the Online Services via mechanical, programmatic, robotic, scripted or any other automated means is strictly prohibited. Use of the Online Services is permitted only via manually conducted, discrete, individual search and retrieval activities.

-----END OF EXHIBIT B-----



# LexisNexis®

SLG

## TRIAL SUBSCRIPTION PLAN AMENDMENT FOR STATE/LOCAL GOVERNMENT

**"Subscriber":** Indiana Attorney General's Office

**"LN":** LexisNexis, a division of Reed Elsevier Inc.

In this Amendment (the "Amendment") Subscriber and LN agree to amend the Subscription Agreement (the "Agreement") previously or simultaneously executed between LN and Subscriber by adding to the Agreement the terms and conditions set forth below.

### 1. TERM

The term of this Amendment (the "Amendment") will begin (a) on the date Subscriber's billing account (a "Billgroup") is activated ("Activation") if Subscriber is a new LN customer, or (b) subject to Section 7, on the first day of the calendar month immediately following the execution of this Amendment and delivery of it to LN if Subscriber is an existing LN customer, and will continue until the last day of the final Commitment Period referenced in Section 5.1 (the "Term").

### 2. AUTHORIZED USERS

This Amendment relates only to the Subscriber's Billgroups and locations (the "Participating Billgroups") set forth below and the Authorized Users under the Participating Billgroups. "Authorized User" means an individual to whom Subscriber assigns an LN identification number under a Participating Billgroup ("LN ID"). Only Subscriber's employees, temporary employees, and contractors are eligible to be Authorized Users. Subscriber agrees that each LN ID may only be used by the Authorized User to whom it is assigned and may not be shared with or used by any other person, including other Authorized Users. Subscriber will manage its roster of Authorized Users and will promptly notify LN to deactivate an Authorized User's LN ID if the Authorized User no longer works for Subscriber or Subscriber otherwise wishes to terminate the Authorized User's access to the Online Services. Subscriber is responsible for all use of the Online Services accessed with LN IDs, including associated charges, and for use of the Online Services by temporary employees and contractors to the same extent as if they were Subscriber's employees. Subscriber will implement policies and procedures to prevent unauthorized use of LN IDs and will immediately notify LN, in writing, if it suspects that an LN ID is lost, stolen, compromised, or misused.

PARTICIPATING BILLGROUP #	LOCATION (CITY AND STATE)
106VDR	Indianapolis, IN

### 3. CERTIFICATION

Subscriber certifies that on the date this Amendment is signed by Subscriber there are \_\_\_\_ judges and attorneys, and \_\_\_\_ government professionals for a total of \_\_\_\_ users (the "Reference Number") in Subscriber's organization. Throughout the Term, Subscriber will immediately notify LN in writing of any change in the Reference Number if the total number of judges and attorneys falls below 11. Upon the request of LN, Subscriber will recertify to the Reference Number.

### 4. MONTHLY SUBSCRIPTION CHARGE

During the Term, the Monthly Subscription Charge in Section 3 of the then-current applicable price schedule (the "Price Schedule") will be waived.

### 5. PREFERRED PRICING MATERIALS AND CHARGES

5.1 In consideration of Subscriber's payment to LN of the monthly commitment amounts specified below (the "Monthly Commitment"), the Participating Billgroups will be provided access to and use of certain Materials, products, services and features, identified below by source/menu number (the "Preferred Pricing Materials"), available in the *lexis.com*<sup>SM</sup> service or the LN Online Services accessed via proprietary software (the "Classic Online Services"). At no additional charge, the Participating Billgroups may do offline printing, online printing and saving to disk of Preferred Pricing Materials. If your subscription includes Research Advantage, then your access to and use of Research Advantage shall be subject to and governed by the additional terms and conditions set forth in the software media at the time of its installation.

PREFERRED PRICING MATERIALS	SOURCE/MENU NUMBER	SHEPARD'S
(a) Alt Menu	MS1164	Full
(b) SmartLink - Public Records	JLSPR1	
(c)		
(d)		
(e)		

COMMITMENT PERIOD(S)			MONTHLY COMMITMENT
Beginning	Activation	to 10/31/2006	\$ 50
Beginning		to	\$
Beginning		to	\$
Beginning		to	\$
Beginning		to	\$

5.2 During the Term, the Monthly Commitment will be billed in lieu of the Information Charges specified in Section 1 of the Price Schedule for all access to and use of the Preferred Pricing Materials, except as otherwise provided in Section 5.3 and Section 6 below.

5.3 The following Materials accessible from, but not included as part of the Preferred Pricing Materials, will be subject to monthly billing at the then-current standard undiscounted rates in accordance with the Price Schedule: (a) selected Images (those that include a charge in the Price Schedule); (b) Dun & Bradstreet Reports; and (c) Risk Solutions.

#### 6. ADDITIONAL CHARGES

The Participating Billgroups will have access to and use of: (a) the LN services and features not accessed through the Preferred Pricing Materials, and (b) the Materials referenced in Section 5.3 above, all at then-current undiscounted rates in accordance with the Price Schedule in addition to the Monthly Commitment.

#### 7. CLOSED OFFER

The offer of LN contained herein is valid until September 30, 2006. In order to implement this Amendment by the first day of a calendar month, LN must receive this signed Amendment by the 20th day of the preceding month.

#### 8. CONFIDENTIAL INFORMATION

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 8 will survive the termination or expiration of this Amendment.

#### 9. MISCELLANEOUS

9.1 During the Term, use by and charges to the Participating Billgroups will not be eligible for other discounts or aggregation with the use of or charges for other billgroups.

9.2 Subscriber may terminate this Amendment effective as of the first day of any calendar month by giving LN at least 10 days written notice.

9.3 All access to and use of the Online Services via mechanical, programmatic, robotic, scripted or any other automated means is strictly prohibited. Use of the Online Services is permitted only via manually conducted, discrete, individual search and retrieval activities.

9.4 UPON TERMINATION OR EXPIRATION OF THIS AMENDMENT, CONTINUED USE OF THE ONLINE SERVICES BY SUBSCRIBER IS GOVERNED BY THE AGREEMENT AND WILL BE BILLED IN ACCORDANCE WITH THE PRICE SCHEDULE, AND SUBSCRIBER WILL NO LONGER HAVE ACCESS TO BNA MATERIALS THROUGH ANY FIXED RATE PRICING ARRANGEMENT REGARDLESS OF WHETHER OR NOT BNA MATERIALS WERE PROVIDED DURING THE TERM.

9.5 All capitalized terms not defined herein will have the meanings ascribed to them in the Agreement, including the Price Schedule.

9.6 Except as expressly modified by this Amendment, all other terms and conditions of the Agreement will remain in full force and effect and unaffected by this Amendment. In the event of a conflict or inconsistencies between the Agreement and this Amendment, this Amendment will control. Except as set forth herein, this Amendment may not be modified or otherwise changed unless mutually agreed to by both parties in writing.

#### AGREED TO AND ACCEPTED BY:

INDIANA ATTORNEY GENERAL'S OFFICE

SUBSCRIBER

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

LexisNexis, a division of Reed Elsevier Inc.

BY:  \_\_\_\_\_

NAME: **Bryan Bartunek**

TITLE: **Pricing Analyst**

DATE: **9/20/06**

THIS AMENDMENT DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. SUBSCRIBER MAY ACCEPT THIS AMENDMENT BY SIGNING ABOVE. LN MAY ACCEPT THIS AMENDMENT BY PERFORMING ACCORDING TO THIS AMENDMENT OR BY SIGNING ABOVE.